The Solicitors' Journal

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Current Topics.

Solicitors and the Registration for Employment Order.

THE problem that has arisen with regard to the liability of solicitors and their clerks to be called up in the appropriate age groups to register for industrial purposes has been the subject of a communication by the Council of The Law Society to the Ministry of Labour and National Service, according to the current issue of *The Law Society's Gazette*. The Ministry has replied that it is not the present intention to publish anything in the nature of a list of reserved occupations in connection with registrations under the Registration for Employment Order, but that on the other hand it is fully recognised that many people are engaged on work of utility or importance, although not directly connected with the industrial war effort. No definite pledge can be given, as the man power situation may vary, but so far as can be told at present the Council are informed there need be no apprehension that solicitors and their clerks, if they are fully and necessarily occupied in their profession, and cannot be released, will be called upon to undertake industrial work. Exactly the same position obtains with regard to women in solicitors' offices, and in this connection attention is directed to the observations of Mr. RALPH ASSHETON in the woman power debate in the House of Commons, and in particular to his statement that numbers of women are already doing useful work, and by far the most important object of the registration is to put to work those women who may be losing their work through the closing down of less essential industries, and those who are at present unoccupied and who are not yet taking their full share in the war effort. He added that it would be foolish to take women away from useful work, whether in the retail trades, catering establishments, offices, in useful domestic service or elsewhere, and to put them into national work, until it was made certain that other sources of supply are exhausted. The Ministry informed the Council that there was no doubt that necessary work in a solicitor's office was one of the types of work covered by the statement. The *Gazette* adds that, having regard to this statement, at the present moment the deferment procedure in connection with the calling up of men for military service is not applicable in connection with registration under the Registration for Employment Order. Solicitors will be relieved to have this assurance, particularly with regard to women employees, as the shortage of efficient secretarial assistance has made itself felt of late owing to increasing Government calls on the services of shorthand-typists.

Minimum Scales and the Solicitors Bill.

AN important letter has been sent to the honorary secretary of every Provincial Law Society by the Council of The Law Society, setting out the Council's reason for not pressing for the inclusion of the minimum scales clause in the new Solicitors Bill, which has now passed all its stages in the House of Lords. It will be remembered that the object of the Bill is to provide further safeguards against defalcations by solicitors and to establish a contributory fund out of which such defalcations will be made good. The letter traces the history leading to the introduction of the original Bill in 1939, which could not pass through all its stages owing to lack of Parliamentary time. The present Bill, which was introduced with the full endorsement of the Council and of the profession, embodies the proposals of the previous Bill, together with the recommendations of a Joint Committee of both Houses, but it does not deal with the subject of minimum scales of charges. One reason for this is that when the original Bill was drafted, the validity of rules dealing with that subject made in pursuance of the Solicitors Act, 1933, had not been challenged. When the validity of those rules was challenged, the Master of the Rolls intimated that he would not be prepared to approve them until the question of the power of the Council to make the rules had been either determined by the courts or put beyond doubt by legislation. The Council's decision to test the matter in the courts could not be effected in time owing to delay in obtaining the necessary letter from the Master of the Rolls to the effect that if the court decided that the proposed rules were *intra vires* the Solicitors Act, 1933, he would be prepared to approve the rules in principle. The necessary clause was accordingly inserted in the Bill in order to avoid further delay, and the Bill as so amended passed the House of Lords last year. Owing to the controversial nature of the clause, several members of Parliament have intimated that they would oppose the Bill containing the clause, and the Council were informed that no facilities could be given for the passing of the Bill so long as it contained the clause. Before the Bill was reintroduced this session, the Council received an intimation from the Attorney-General that, although it was hoped to give facilities for the passage of the Bill, they could not be given if it contained the contentious minimum scales clause. The Council therefore decided to withdraw the clause, because (1) The Law Society were bound to honour their undertaking to promote the Bill recommended by the Joint Committee, which had not considered the contentious clause, and (2) it would be unwise not to take the opportunity of embodying in legislation the agreement reached after many previous attempts to deal effectually with the subject of defalcations. The Bill was accordingly introduced without the clause. A further communication will be made at an early date with regard to the question of securing a decision of the courts on the subject.

The Law Society and the War Damage Act, 1941.

THE current issue of *The Law Society's Gazette* contains full details with regard to the efforts of the Council of The Law Society, acting in co-operation with the Joint Committee on War Damage of the Association of British Chambers of Commerce, directed towards the elucidation of a number of points that arose during the passage of the War Damage Act, 1941. It is pointed out that it was as a result of representations by the Council of The Law Society that s. 46 (3) of the Act was introduced, which provides that where a hereditament sustains war damage at a time when an interest therein is the subject of a contract of sale or of a notice to treat served under an enactment authorising the compulsory acquisition thereof, any value payment in respect of the damage, or share of such payment, or payment under s. 15 of the Act (dealing with payments where the site value is exceptional), payable to the vendor in respect of that interest, shall, unless the contract

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is rescinded or the notice ceases to have effect, be held by him upon trust for the purchaser. This is subject to the proviso that any lien upon the interest to which the vendor is entitled by virtue of the contract shall extend to the payment or shares. This subsection obviates the necessity, in the cases with which it deals, of obtaining the written approval of the War Damage Commission to an assignment of a payment of compensation. No success, however, attended the efforts of the Council to secure consideration in the Act for the owners of rent-charges, chief rents and other payments issuing out of land, but the Council was hopeful that the Government would see its way to reconsider the position when the next War Damage Bill was reintroduced in the autumn. Section 82 of the Act, which provides that contributions and indemnities under Pt. I of the Act should be treated for all purposes as outgoings of a capital nature, made clear the position of mortgagees who were trustees, as a result of representations by the Council. Further achievements of the Council were the insertion of s. 9 (3) which dovetails the provisions of the Landlord and Tenant (War Damage) Act, 1939, with regard to the surrender of a tenancy with the valuation under the War Damage Act of an interest immediately after the occurrence of war damage; the provision of certain appeals from the decision of the Commission; the provision in s. 46 (2) that devises or bequests of interests in land or the proceeds of sale thereof made before the occurrence of the war damage, shall, in the absence of the expression of a contrary intention, have effect as if it included a bequest of a value payment or a part thereof to which the testator might become entitled in respect of such interest; and the amendment of the definition of "goods" in s. 95 so as to exclude money, negotiable instruments, securities for money, evidences of title to any property or right to or of the discharge of any obligation, or any documents owned for the purpose of a business. It is interesting to note, in view of the observations in "A Conveyancer's Diary" in last week's issue of this journal (*ante*, p. 209), with regard to the difficult question of apportionment of contribution on a sale, that no amendment of the Bill could be made on this matter and the Council is considering whether a clause can be drafted to insert in contracts for meeting this difficulty. The Council has earned the gratitude of the profession and the general public for the considerable success which has crowned its efforts.

The Court of Appeal and the Paper Shortage.

THE Master of the Rolls has issued a new practice note and a direction with regard to evidence required for the Court of Appeal where questions of fact are involved. The practice note refers to Ord. LVIII, r. 11, of the Rules of the Supreme Court, which clearly states that it is only the evidence, oral and documentary, bearing on the question of fact involved in the appeal that is required. Accordingly, if, for example, the appeal is only concerned with the question of damages, copies of evidence relating solely to the question of liability should not be lodged, and *vice versa*. This applies alike to transcripts of the shorthand note of the evidence of witnesses and to correspondence, plans and other documents. It is added that the duty of clerks to the lords justices is confined to receiving papers lodged for the purpose of appeals, and they have no authority to give advice as to the papers which ought to be lodged in individual cases. The new direction is dated 8th April, 1941, and states that in view of the paper shortage solicitors are expected to exercise the most rigorous economy in preparing documents for the use of the Court of Appeal, whether those documents are prepared in the solicitors' own offices or by outside agencies. Both sides of the paper are to be used in making copies of correspondence and other documents. Addresses of letters should not be copied unless they have particular importance. In making copies of correspondence the practice of using one sheet of paper for each letter should be discontinued. Letters should be typed continuously with a break or a line between them. A previous direction ((1939), W.N. 347) is reissued by way of reminder. This is to the effect that where typewritten copies of documents (including transcripts of evidence) are lodged, only one copy need be a top copy, and the other copies may be carbon copies. Only those letters which were read or referred to in the court below should be included. In the case of lengthy documents such as settlements, leases and conveyances (but excluding testamentary dispositions) where parts only of a document are relevant to the questions in issue, only one complete copy of the document and three copies of the relevant extracts should be lodged. Where necessary for purposes of clarity, there may be included with the extracts a concise summary of other parts of the document. Solicitors can give nothing but unqualified approval to directions which are calculated to effect economies in an essential material in time of war. It is permissible to add that even in peace time, economies in disbursements can be effected in this way without any disadvantage to the course of justice, and it may be worth considering the retention of the practices enjoined in the recent directions after the end of the war.

The Justices (Supplemental) List Bill.

THE second reading of the Justices (Supplemental List) Bill in the House of Lords on 29th April brought some interesting speeches from the Lord Chancellor and two ex-Lord Chancellors (LORD HAILSHAM and LORD MAUGHAM) as well as from noble lords with experience as Lords Lieutenants of counties and members of local advisory committees. The Lord Chancellor reminded the House that there are more than 20,000 justices of the peace in this island and that over 95 per cent. of the criminal charges which are dealt with come before summary courts. Another interesting figure was that the total number of cases involving trial that are disposed of by courts of summary jurisdiction outside London amount to 500,000 a year. His lordship expressed the strong view that the measure was more important in the present conditions of war than ever, owing to the large numbers of Defence Regulations, dealing with such things as black-out, food control and the like. The Lord Chancellor instanced LORD CAMPBELL and LORD HALSBURY, both of whom were octogenarian Lord Chancellors, as persons who were not considered to be disqualified from the highest public work by advancing years. LORD ADDISON referred to the tendency of advisory committees to be influenced by political considerations in dividing their favours. LORD MOTTISTONE, as a member with twenty-two years' experience of advisory committees, said that his experience was that it was just the people who were not closely identified with party politics who got through the net. LORD LONDONDERRY did not feel that the advisory committees were altogether satisfactory and admitted some political give and take, but opposed the Bill on the ground that it contained elements of a black list. He suggested that the Lord Chancellor should select a certain number of magistrates himself. LORD JESSEL instanced BACON, V.-C., as an octogenarian Vice-Chancellor whose decisions were seldom reversed, and, with regard to LORD LONDONDERRY'S suggestion, recalled an instance when a former Lord Chancellor recommended someone, he was afraid owing to political pressure, and this man appeared a few weeks afterwards on the charge of selling a motor car for which he was paying by instalments. He suggested that some other means should be devised of rewarding political services. LORD HAILSHAM thought it a wise provision of the Bill to limit the powers of the Lord Chancellor to remove justices to the supplemental list where they are prevented from exercising judicial functions by reason of age, infirmity or other like cause. VISCOUNT MAUGHAM referred to the large number of complaints as to deaf justices. In this he was supported by VISCOUNT MERSEY. In his reply, the Lord Chancellor said that in his list the Lord Lieutenant often indicated those whom he regarded as being non-political candidates, and that that was regarded as a good mark. The Bill was read a second time and committed to a Committee of the Whole House.

Recent Decisions.

In *Slater* v. *Worthington's Cash Stores* (1930), *Ltd.* (*The Times*, 30th April), the Court of Appeal (SCOTT and GODDARD, L.JJ., and STABLE, J.) dismissed the defendants' appeal from the judgment of OLIVER, J., who had awarded the plaintiff £560 damages for injuries resulting from a fall on her of snow from the defendants' roof while she was standing on the pavement outside the defendants' premises. The court held that there were in the circumstances both negligence and nuisance, as the defendants knew for four days that there was a heavy collection of snow on the roof and did nothing.

In *In re Ward, deed., Public Trustee* v. *Berry* (*The Times*, 3rd May), the Court of Appeal (MACKINNON, CLAUSON and LUXMOORE, L.JJ.) gave their reasons for deciding (*ante*, p. 206) that a residuary gift by will was a valid charitable bequest in favour of "the Archbishop of Westminster or other the head of the Roman Catholic Church in England for the time being in trust that he shall forthwith in his absolute discretion devote the same to the furtherance of educational or charitable or religious purposes for Roman Catholics in the British Empire in such manner in all respects as he shall think fit." FARWELL, J., had held that the Archbishop was given a discretion as to which of the purposes, some of which might not be charitable in the legal sense, were void for uncertainty and failed. Their lordships held that all the purposes clearly came within the definition by LORD MACNAGHTEN of "charity" in *Income Tax Commissioners* v. *Pemsel* (1871), A.C. 531.

Allied and Colonial Forces in England.

It is perhaps generally well known that members of the armed forces of the Crown are subject to law relating to their own particular service as laid down in the Naval Discipline Act, the Army Act, and the Air Force Act, as well as to the ordinary law of the land. Such persons are often tried by the ordinary courts of the land for offences ranging from those of a very petty nature up to more serious offences such as murder. At the present day with so many foreign and Empire troops in the country it is perhaps of more than passing interest to inquire as to the law applicable to members of these forces. They are, of course, like everybody else living in the country, amenable to the ordinary law of the land. But as regards military law, using this phrase to include naval and air force law as well, the position is more complex. There must, of course, be some competent authority of their own country to have set up legally such a body of law, and also some power enabling this foreign law to be administered and enforced in this realm.

With regard to forces from the Dominions and Colonies, provision was made to deal with this problem by the passing of the Visiting Forces (British Commonwealth) Act, 1933 (23 & 24 Geo. 5, c. 6). Within the last year a similar problem has arisen with regard to the forces of allied and associated powers now in England, and this resulted in the passing of the Allied Forces Act, 1940 (3 & 4 Geo. 6, c. 51), which is a short Act making some special provisions and applying to some degree the Visiting Forces (British Commonwealth) Act, 1933, the Naval Discipline Act, the Army Act, and the Air Force Act to these forces. In this account the expression "allied force" will be used to refer to a force of one of the allies and the expression "colonial force" to refer to a force from a Colony or Dominion, whilst the expression "visiting force" will be used to describe any of these allied, Colonial or Dominion forces.

Relations with the civil power.

It is obvious that for many purposes the service authorities will have to receive help and assistance from the civil power and the conditions under which they can obtain this help are set out in s. 2 of the Visiting Forces (British Commonwealth) Act. The Allied Forces Act, by s. 1 (3), enables various sections of the Visiting Forces (British Commonwealth) Act, and s. 2 is one of these, to be applied by Order in Council to the allied forces with such modifications as may be necessary. This Order in Council, entitled Allied Forces (Application of 23 Geo. 5, c. 6) (No. 1) Order, 1940 (S.R. & O., No. 1818), was made on the 11th October, 1940. Section 1 of the order states that it applies to the naval, military and air forces of the following powers allied with His Majesty, that is to say, Belgium, the Czechoslovak Republic, the Netherlands, Norway and Poland. The position of the French forces is somewhat different, since they cannot be described as the forces of a power allied with His Majesty. Provision is made for this in s. 1 (2) of the Allied Forces Act by bringing in to the ambit of this legislation the forces of a foreign authority recognised by His Majesty as competent to maintain naval, military or air forces for service in association with His Majesty's forces. The Allied Forces (Application of 23 Geo. 5, c. 6) (No. 2) Order, 1941 (S.R. & O., No. 47), recognises the Leader of the Free Frenchmen as such a competent foreign authority and applies to them the same sections of the Visiting Forces (British Commonwealth) Act as have been applied to the forces of the allied powers. All the visiting forces are, therefore, on the same footing as regards s. 2 of the Act. Authority may be given by an Order in Council made under s. 2 (1) to any Government department, Minister of the Crown or other person in the United Kingdom to perform in relation to any visiting force any function which they perform or could perform in relation to a home force of like nature. But this function shall only be performed at the request of such authority or officer as may be specified in the order and also subject to such limitations as therein specified. Three such orders have been made (S.R. & O., 1940, Nos. 1010, 1918 and 1919) applying to the forces of Canada, Australia and New Zealand respectively. They apply to any contingent or detachment as from the date of its arrival but do not authorise the civil power to do anything in matters of discipline or internal administration; and the functions of the civil power shall only be exercised at the request of the general or officer commanding the particular visiting force. The Allied Forces (Relations with Civil Authorities) (No. 1) Order, 1940 (S.R. & O., No. 1816), confers the same authority on the civil power in relation to the forces of Belgium, Czechoslovakia, the Netherlands, Norway and Poland. The civil power is only to act if requested so to do by the officer commanding any of these allied forces. A similar order dealing with the Free French forces is the Allied Forces (Relations with Civil Authorities) (No. 2) Order, 1941 (S.R. & O., No. 48), and again the civil power is only to act if so requested by the officer commanding any Free French force. It might be noted that for the purposes of these orders the Admiralty, the Army Council and the Air Council are to be regarded as Government departments and therefore authorities upon whom the officer commanding any visiting force may call for assistance.

Various orders have also been made under s. 2 (2) of the Visiting Forces (British Commonwealth) Act as extended in the above-described manner to the allied powers and to "Free French Authority." This subsection deals with members of a visiting force who have been sentenced by a competent service court. Under it Orders in Council may be made specifying the conditions for the temporary detention, the imprisonment, the reception from the service authority, the return to the service authority, the treatment whilst in custody, the release, and the mode of dealing with if he should become insane of any such sentenced member of a visiting force. The order applying to the Canadian forces is the Visiting Forces Order (No. 6), 1940 (S.R. & O., No. 1920), which revoked and replaced an earlier order—the Visiting Forces (No. 2) Order, 1940 (S.R. & O., No. 1011). The corresponding orders applying to the Australian and the New Zealand forces are the Visiting Forces Orders (S.R. & O., Nos. 1921 and 1922) respectively. By virtue of these orders, if a member of one of these forces is sentenced by the appropriate service court of that force he may at the request of the officer commanding that force and under the authority of the Secretary of State or the Admiralty be imprisoned or detained in prisons or detention barracks in the United Kingdom. Similar provisions as apply to home forces shall apply to such prisoners as to their reception into and return from such prisons and detention barracks, and to their treatment whilst therein. Somewhat similar orders have been made to meet the case of members of the allied forces and of the Free French forces; these are the Allied Forces (Penal Arrangements) (No. 1) Order, 1940 (S.R. & O., No. 1817), and the Allied Forces (Penal Arrangements) (No. 2) Order, 1941 (S.R. & O., No. 49). Sentenced members of these forces may be imprisoned at the request of the officer commanding the force and under the authority of the Secretary of State or the Admiralty in prisons or detention barracks in the United Kingdom. Arrangements for the reception from and return to the service authorities of these prisoners are to be made by the Admiralty, the Army Council and the Air Council and the appropriate service authorities. Whilst in prison or detention barracks the following rules are to apply: If the person is of unsound mind he is to be treated as would be a similar member of a home force. If he is serving a sentence of less than three years he is to be treated as if sentenced to imprisonment, whilst if his sentence is for three years or more he is to be treated as if sentenced to penal servitude.

Deserters and absentees without leave.

Section 3 of the Act applies to deserters from the visiting forces and to persons absent without leave from the force. The Visiting Forces (No. 3) Order, 1940 (S.R. & O., No. 1012), has applied s. 3 (3) of the Act to the naval, military and air forces of Canada, Australia, New Zealand and South Africa. It might, perhaps, be of some interest to note that this section, but not the previous one, applies to the forces of South Africa. Any person who is alleged to be a deserter from any of these forces shall only be arrested and dealt with under this section if a specific request is made by the appropriate Government for that person to be arrested and handed over to them, or if a request has been made by the officer commanding the forces in question that the alleged deserter be arrested and dealt with as if a member of the home forces.

As regards members of the forces of Belgium, the Czechoslovak Republic, the Netherlands, Norway and Poland, a similar enactment has been made by the Allied Forces (Application of 23 Geo. 5, c. 6) (No. 1) Order, 1940 (S.R. & O., No. 1818).

Since, however, the members of the Free French forces are volunteers, and, indeed, in a sense against a French Government, it seems to be part of the policy in regard to this force to allow Frenchmen to leave the force and return to France if they so wish. This apparently explains why no orders applying s. 3 have been made to deal with deserters from the Free French forces.

Special provisions as to air forces.

Section 3 of the Allied Forces Act deals with the securing of more effective co-operation between any of His Majesty's forces and the forces of an allied power or foreign authority. To achieve this end an Order in Council may be made applying the Naval Discipline Act, the Army Act or the Air Force Act to the members of a force of the power or foreign authority. This has been done in the cases of the Free French Air Force and the Polish Air Force. The two orders in question, which are very similar, are the Allied Forces (Free French Air Force)

Order, 1941 (S.R. & O., No. 260), and the Allied Forces (Polish Air Force) Order, 1941 (S.R. & O., No. 438). By virtue of these orders the Air Force Act, with certain modifications, is to apply to any Free French or Polish Air Force serving either with the Royal Air Force or at a Royal Air Force station. The relative rank of the members of the allied air force is to be as set out in the regulations of the Air Council and they shall be deemed to hold such rank in the Royal Air Force. Any court-martial shall be composed of an equal number of British and allied officers, with a British officer as president; but any qualifications as to the length of their commissions, to enable them to be members of the court-martial, is not to apply in the case of the allied officers. No person who is thus tried under the Air Force Act is to be tried again for the same offence under the Allied Forces Act. In the order, however, applying to the Polish Air Force, there is a provision that this shall not prevent the further trial of a Polish officer before a Polish court of honour. Again, under s. 4 of the orders no Free French or Polish officer is to have power to deal summarily under ss. 46 and 47 of the Air Force Act with personnel of the Royal Air Force.

The Royal New Zealand Air Force also occupies a rather special position. There is power under s. 4 of the Visiting Forces (British Commonwealth) Act to attach personnel of the air forces of Canada, Australia, New Zealand, the Union of South Africa, the Irish Free State or of Newfoundland to the Royal Air Force. Members of the Royal New Zealand Air Force have been so attached and the Visiting Forces (Royal New Zealand Air Force) Order, 1940 (S.R. & O., No. 2199), regulates their position and status. They are to be subject to the Air Force Act and are to be treated as if they were of relative rank in the Royal Air Force. They are also to have the same powers of command and punishment over the Royal Air Force as if a member thereof of relative rank. If, however, a member of the Royal New Zealand Air Force is sentenced to death by a court-martial, he is not to suffer that penalty unless and until it is approved by the Governor-General of New Zealand.

Application to Colonial territories.

It is possible that a Colonial force, or an allied force, might find itself operating, not in the United Kingdom, but in some other Colony. Provision has been made in ss. 5 and 6 of the Visiting Forces (British Commonwealth) Act, and in the case of allied forces by the amended form of ss. 5 and 6 as set out in the schedule to the Allied Forces (Application of 23 Geo. 5, c. 6) (No. 1) Order, 1940, for the extension of the powers to the case of forces serving in colonial territories. The territories in question are all Colonies, Protectorates, Protected States and Mandated Territories, but not India, Burma or the Dominions. In these cases the Governor of the particular territory is to exercise the powers of the Admiralty, the Army Council or the Air Council in the operation of the Acts to the United Kingdom.

Criminal Law and Practice.

Increasing Maximum Penalty after Commission of Offence.

THE interpretation of the Defence Regulations is subject to the ordinary rules applying to the interpretation of other statutes. The only difference between the emergency legislation and other legislation is that the former was originally intended to be temporary.

In *Director of Public Prosecutions* v. *Lamb* on 8th April (57 T.L.R. 449) the Divisional Court considered the effect of reg. 5 of the Defence (Finance) Regulations, 1939, reg. 92 of the Defence (General) Regulations, 1939, and reg. 9 of the Defence (Finance) Regulations, 1939, as amended by S.R. & O., 1940, No. 929.

Before 11th June, 1940, the maximum punishment for infringement of any of the Defence (Finance) Regulations, 1939, was (on summary conviction) a term of three months' imprisonment or a fine of £100 or both. The defendants were charged with offences against the Defence (Finance) Regulations, 1939, and the dates on which the offences were alleged to have occurred were between 3rd September, 1939, and 11th May, 1940. They admitted the truth of the charges.

On 11th June, 1940, S.R. & O., 1940, No. 929, was issued, and it amended reg. 9 of the Defence (Finance) Regulations by altering the penalty to a maximum fine of £100 or a fine equal to three times the value of the currency concerned, whichever was the larger.

The magistrate, Sir Robert Dummett, decided that he could not award more than the penalty which could have been awarded before 11th June, 1940, but added that if S.R. & O., 1940, No. 929, was retroactive, as contended unsuccessfully by the prosecution, he would have had to consider awarding higher penalties.

Humphreys, J., observed that by 4th September, 1940, there was no alteration of the power as to imprisonment or as to the power to impose a fine up to £100, but, as an alternative to that fine, there was a power to impose a fine equal to three times the value of the currency, whichever was the larger. The authority to inflict a fine in that way came from an Order in Council dated 11th June, which, so far as was material in this case, provided: "Regulation 9 of the Defence (Finance) Regulations, 1939, shall be amended as follows . . . (*c*) At the end of the regulation there shall be added the following paragraph . . . the maximum fine . . . shall be such fine as is authorised by paragraph (*a*) . . . of regulation 92 of the Defence (General) Regulations 1936, or a fine equal to three times the value of the security, currency . . . whichever is the larger."

His lordship said that the learned magistrate failed to give effect to the perfectly plain and unambiguous terms of the regulation, because he thought that there stood in his way the doctrine that where a statute alters rights of persons or creates fresh liabilities or imposes obligations on them and thereby alters the law, it ought not to be held to be retroactive unless the words are clear, precise and quite free from ambiguity. He, however, held that the doctrine had no application at all where the language of the statute was plain and could only mean what it said.

It had further been argued that s. 38 (2) of the Interpretation Act, 1889, applied. This provides that where an Act repeals another, then in the absence of the appearance of the contrary intention, the repeal is not to affect any right, privilege, obligation or liability, acquired, accrued or incurred under an enactment so repealed. Nor is such a repeal to affect any penalty, forfeiture, or punishment incurred in respect of any offence committed against the enactment so repealed.

The first fatal point here was that there was no repealing "Act," his lordship said. The second point was that there was an amendment, and not a repeal, of reg. 9. It could not be said that reg. 92 of the Defence (General) Regulations was repealed, because that was the general regulation giving power to punish by fine and imprisonment any infraction of any defence regulation. His lordship quoted from the judgment of Lord Mansfield in *Reg.* v. *Jackson* (1775), 1 Cowp. 297, at p. 298: "Now it is a general rule, that subsequent statutes which add accumulative penalties do not repeal former statutes."

Tucker, J., gave added reasons for holding that s. 38 (2) of the Interpretation Act, 1889, did not apply. He held that the words "right, privilege, obligation or liability" did not apply to a fine which had been inflicted or a penalty imposed for a criminal offence. Furthermore, the words "penalty, forfeiture or imprisonment incurred" presupposed that the penalty had been inflicted before the repealing enactment had been passed. With regard to the other point, his lordship admitted that when dealing with criminal matters the principle should be strictly applied that "unless the language is clear, a statute ought not to be construed so as to create new disabilities or obligations or impose new duties in respect of transactions which were complete at the time when the Act came into force" (*per* Lord Alverstone, C.J., in *R.* v. *Chandra Dharma* [1905] 2 K.B. 335, 338). The language, however, was clear, and it did not create a new kind of offence or even a different kind of penalty, but merely increased the money fine. Both Tucker, J., and Cassels, J., however, confessed that they did not like the idea that a man who has committed an offence might find himself liable to a punishment created after the offence was committed. The case was sent back with a direction that the magistrate was wrong in law.

There is nothing inherently unjust in increasing penalties and making them retroactive, so long as the increase has no reference to any specific cases and there is no suspicion of vindictive legislation. The safeguard against that is the fact that all penal legislation must receive the strictest interpretation. There is, however, no rule of interpretation which enables a court to go behind the plain meaning of a statute, where that meaning is at all capable of being put into operation.

LAW ASSOCIATION.

The usual monthly meeting of the directors was held on the 5th May, Mr. William Winterbotham in the chair. The other directors present were Mr. Guy H. Cholmeley, Mr. Douglas T. Garrett, Mr. G. D. Hugh Jones, Mr. F. S. Pritchard, Mr. John Venning, and the Secretary Mr. Andrew H. Morton. The final arrangements were made for the holding of the annual general court, Lord Blanesburgh, the President, having notified his willingness to be present and preside. The final accounts for the financial year were directed to be paid, the annual report was considered and approved, and other general business was transacted.

A Conveyancer's Diary.

The War Damage Act, 1941.—IV.

FINALLY, we come to the two schemes for "goods." The definition of this word in s. 95 is "all corporeal property neither falling . . . within the meaning of the expression 'land' as hereinafter defined, nor deemed, for the purposes of s. 41 of this Act, to form part of a highway," except money, negotiable instruments, securities for money, evidences of title to any property or right or of the discharge of any obligation, or any documents used for the purpose of a business. Such a definition is not unreasonable, as most fire insurances exclude risks to all these classes of chattels except possibly the last. And on the whole it seems probable that the inconvenience which would have followed from the inclusion of the last class, the value of which is necessarily almost incapable of ascertainment, would outweigh the advantages. But firms of all sorts should note that there is no scheme to cover their account books and records. An author should note that his manuscripts are not included: he would, in any case, seek to rescue them from the flames before his other goods.

The business scheme covers the following classes of goods (see s. 60): all goods situated in the United Kingdom which are (*a*) in the assured's *possession* (whether or not he owns them) and are held or used by him wholly or mainly for the purposes of that business, or (*b*) *owned* by him (whether or not they are in his possession) in the course of that business, or (*c*) the subject of a mortgage in his favour which he holds in the course of his business.

It is not necessary to discuss here again the ordinary legal meaning of the word "business," which must long since have become familiar to all the readers of this column. It will be remembered that it is an enormously wide word, and that while the Bill was before Parliament I pointed out that the business scheme would include such things as church organs and college furniture. The point has now been made doubly clear by s. 60 (2), which provides that for the purposes of Pt. II of the Act "the carrying on of *any* activity by a corporation or unincorporated body of persons" is to be deemed a business.

Under s. 62 the business scheme is compulsory, but there are quite numerous exceptions. First, the Board of Trade have a general power, under s. 62 (1) (*a*), to exempt persons from the compulsory liability if all their effects that fall within the scheme are worth less than a certain amount. This sum has been fixed at £1,000 by art. 6 (1) of the War Damage (Business Scheme) Order, 1941 (S.R. & O., No. 450). Secondly, under s. 62 (1) (*c*) the Board have power to exempt from the compulsion "goods of such descriptions as may be prescribed." By art. 6 (2) of the order a number of classes of goods have been so exempted, i.e., works of art, precious and semi-precious metals and stones, curiosities, books, etc., over fifty years old (this would include all the Law Reports earlier than 1891, the year in which the present system of numbering began), manuscripts, small scale models, vessels and their tackle used on inland waterways, coal, coke, coal tar, pitch, paving and roadmaking materials, radium and its compounds. Thirdly, under s. 62 (1) (*b*) the Board may exempt any classes of persons from compulsion: with this clause must be read the proviso to s. 60 (2), under which a corporation sole or bodies who are trustees and who would not be within the business scheme at all but for s. 60 (2) may be exempted. Having regard to the wide meaning of "business," there can be few classes of persons who are only within the business scheme because of s. 60 (2). However, under one or other of these powers the Board have created many exemptions. They are persons holding goods for the purposes of such a charity as would have for its realty the benefit of s. 39 of the Act, unless such owner is a body supported by the rates (under this class all the property of a college or church is free from compulsion, though it can, of course, be brought voluntarily under the business scheme); goods which are part, in effect, of a library or museum; the goods of all public utility undertakers (art. 6 (2)); and goods owned by trustees (art. 6 (2) and art. 10). There are also some provisions about hire-purchase; in effect they release the owner from liability to come into the compulsory scheme.

The business scheme started to operate on 17th April, 1941 (art. 5). The present order deals only with the period to 30th September, 1941 (art. 3). The theory apparently is that by means of s. 68 of the Act the business scheme is retrospective to the beginning of the war and that the premium is thirty shillings per cent. for the first twenty-five months. As the cover is retrospective to the beginning of the war, but no premiums have yet been collected, the whole thirty shillings has to be collected in the next five and a half months. As it would be too heavy an impost to collect all at once, the idea is to have three instalments, one collected on or after 17th April, the next on or after 15th June, and the last on or after 15th August, 1941 (see arts. 3 and 4).

The order provides various forms of policy, all reasonably simple, and every policy-holder should read his policy. It is important to notice that in several cases the standard policies limit the liability of the Board of Trade. Thus, in the ordinary case (Sched. II, Pt. I) the liability in respect of precious stones and metals, curiosities, etc., is not to exceed £5,000 or 20 per cent. of the insured sum, whichever is less. For churches (Sched. II, Pt. V) there is the same limitation, plus a limit of £150 for any one article of furnishing and of £10,000 for "the organ." Incidentally it appears to have been overlooked that some churches have two organs. For libraries (Sched. II, Pt. VI) no one book or manuscript can be insured for more than £10. For museums (Sched. II, Pt. VI) the limit for any one case of exhibits is £100 or £10 per foot for wall cases. The general policy and those for goods on hire-purchase and for inland water-craft are expressly subject to average, while those for farming goods, churches, libraries and museums apparently are not. It must not be forgotten that the goods schemes do not include any provisions comparable to those of the realty scheme for increasing the payment of a percentage if the price level rises before payment is made. This is a strong check on under-insuring.

Under s. 61 payments in general are only to be made as and when the Treasury permits, but the Board of Trade have power to make payments in special cases. Such cases are where the whole amount due is £100 or less (art. 12), or where the payment is necessary in the public interest, or where non-payment would cause undue hardship (s. 61). The first clause of the general conditions of the standard policy provides that the assured is to take all steps to mitigate any damage which may occur, and it is submitted that if this involves repairing the goods to prevent deterioration, there ought to be an immediate payment in the nature of a cost of works payment.

The goods of farmers are under a special régime. They are within the compulsory scheme unless the Sched. A assessment of the farm is under £50 (s. 62 and art. 7). There are also some provisions about tenant farmers in s. 62 (4) and (5) and art. 8, which I have read four times and am entirely unable to understand.

The private chattels scheme is a voluntary scheme of which any person may take advantage in relation to goods which are not insurable by him under the business scheme, either voluntarily or compulsorily. It also includes any of a man's goods which are within the business scheme, but are exempted from its compulsory provisions (s. 62 (3)). Any person may insure, under the private chattels scheme, any goods which he owns or has in his possession or any goods owned by or in the possession of any member of his household ordinarily resident with him, or any domestic servant (s. 60 (3)). The Act has now been supplemented by the War Damage (Private Chattels Scheme) Order, 1941 (S.R. & O., No. 451). The scheme came into force on 1st May, 1941. There has been a great deal of talk in the press about a so-called "free insurance" under which every householder is to have private chattels insurance without premium up to £200, up to £300 if he is married, and, if he has children, up to a further £25 per child. All this is reproduced in the lengthy leaflet issued to the insurance companies, but so far as I can see it has no legal basis whatever. All that the Act (ss. 59–61 and 64–67) and order do is to empower the Board of Trade to run a private chattels scheme, define the limits of the goods on which such a scheme may operate, make rules for payments, and create a scheme for insuring private goods by a standard form of policy under which the total sum insured cannot exceed £10,000, at graduated premiums. One can only suppose that this "free insurance," like the payments for goods damaged before 1st May, 1941, is left to the voluntary act of the Board of Trade under s. 68. But this seems a most unfortunate state of affairs considering (1) how much damage has already been caused; and (2) how very many people have only enough goods to need the free insurance.

Payments may be made at once under the private chattels scheme if the total claimable is £25 or less (art. 3). The premiums are 1 per cent. per annum for the first £2,000 insured, 1½ per cent. from £2,000 to £3,000, and 2 per cent. from £3,000 to £10,000. For the larger sums the premium seems very high. For most of us, the 1 per cent. rate is just four times what we are in the habit of paying for ordinary comprehensive household insurance, which, though expensive, seems a fairly generous assessment of the relative risks for the town-dweller. For the countryman the rate is obviously far too much, and I cannot help thinking that a great many of them will not insure. Under the standard policy the

liability of the Board is not to exceed £50 or 5 per cent. of the sum insured (whichever is greater) for any one article except a motor car or vessel, and for precious stones or metals, curiosities, stamp collections, furs and books £100 or 20 per cent. of the sum insured (whichever is greater). There are also a number of more or less straightforward provisions not much unlike those of an ordinary policy.

The payments to be made under either of the "goods" schemes are, of course, due to the policy-holder, and where he does not own the goods the rights between him and the owner will depend on the general law. The payment is assignable, but only with the licence of the Board of Trade (s. 59 (5)). On further reflection since the Bill was before Parliament, I am inclined to think that this position does not impliedly prohibit transfer by will, to which "assignment" is not really an apt word. But it is quite clear that there is no provision under either scheme for substituting the payment for the goods comprised in a bequest (though there is for doing so under a devise of land). And, further, there is nothing to give the payment to a widow or widower on intestacy in lieu of the personal chattels. An enormous number of codicils are therefore necessary, since almost every existing will needs correction, and many who are otherwise quite willing to die intestate will wish to give the payments to their husbands or wives. To advise and draft such codicils is, I think, the most urgent professional duty falling on solicitors under this legislation. It must not be forgotten, apart from the question of spouses, that most bequests of businesses will be practically worthless if they are not allowed to carry the compensation, assuming the business assets are damaged between the will and the death.

Two final points remain to be noticed. Premiums are capital outgoings (s. 82). And if "goods" have been so affixed to the realty as to become part of it, that person is deemed for the purposes of the Act to own them who is entitled to remove them or would be entitled to them if removed, and if there is no such person the "owner" is apparently the fee simple owner or any tenant (s. 71). The full implications of this section are not clear, but apparently it must be intended to permit any such "owner" to insure, or to compel him to do so if the goods are within the business scheme.

Landlord and Tenant Notebook.

War Damage: Effect of Notice to avoid Disclaimer

It is curious that a week after this "Notebook" had had occasion to conclude an article (*ante*, p. 198) by pointing out, in effect, that a landlord who receives a notice of disclaimer under the Landlord and Tenant (War Damage) Act, 1939, must make up his mind whether to contest or to avoid, this journal should report a decision—*Cooper* v. *Jax Stores, Ltd.* (1941), 85 Sol. J. 213 (C.A.)—by which authority has been given to the proposition. It was submitted in the "Notebook" referred to that, while it might be arguable whether premises were fit or not, the Legislature had clearly considered that tenants should not be made to suffer the embarrassment of alternative reactions to their notices of disclaimer: "the premises are quite all right; if they are not, I will soon make them so," as it were. What was contemplated and arranged for was that the landlord, if he felt himself embarrassed, should contest the assertion the notice made and, if unsuccessful in so contesting it, apply for leave (assuming that time was up) to serve notice to avoid disclaimer. This is precisely what the landlord respondent in *Cooper* v. *Jax Stores, Ltd.*, did not do; he served notice to avoid disclaimer first, and then sought to challenge the notice of disclaimer; and while the method adopted was ingenious and succeeded at first instance, the success was short-lived.

The facts were, briefly, that on 2nd November, 1940, the appellant served the respondents with notice to disclaim his lease in certain war-damaged premises which he held of them (s. 4 (2) (*a*)). They replied on 29th November, 1940, with a notice to avoid disclaimer (s. 4 (5)). Some time after they gave notice of intention to apply for an order under s. 11 (1) (*c*). This provides that, where a notice to avoid disclaimer is served, if the court is satisfied, before the land has been rendered fit, that any part of the land is capable of beneficial occupation, it may fix a rent (the right to rent reserved by the lease having been suspended (s. 11 (1) (*b*)). It then appears to have occurred to the respondent landlords that the premises had never been really "unfit" and they applied for and obtained leave to amend the notice. The "amendment" sanctioned the substitution of the words "section 6" for the words "section 11."

The powers to amend defects and errors conferred on county courts by Ord. XV of the County Court Rules are wide, and courts of justice do not, as was said by Bowen, L.J., in *Cropper* v. *Smith* (1884), 26 Ch. D. 700 (C.A.), exist for the sake of discipline, but for the sake of deciding matters in controversy. Presumably the learned judge of the Mayor's and City of London Court was guided by this principle when granting the application to amend.

But on appeal Greene, M.R., described the alteration as not being an amendment at all, but the abandonment of one claim for another. The reasons were to be found in the provisions of the statute itself (s. 6 (5) and s. 11 (1)).

Section 6 contains the provisions as to "determination of disputes as to unfitness of premises"; s. 11 deals with the "effect of notice to avoid disclaimer," to quote their respective marginal notes. On the face of it, then, they are concerned with completely different matters, which in itself might raise some doubt whether the application to "amend" could properly be so called.

The learned Master of the Rolls referred first to s. 6 (5), the concluding subsection of the "disputes as to unfitness" section. "Unless it is decided by a court on an application made under this section that a notice of disclaimer . . . is of no effect on the ground that it, the land to which it relates, was not unfit by reason of war damage . . . the land shall be deemed for the purpose of any proceedings pursuant to the notice to have been unfit," etc. And as the application had to be made within a month (s. 6 (1)), amendment was not possible, though no one took the point in the court below.

But the notice of disclaimer really put the landlords out of court, for s. 11 (1) commences with: "Where a notice to avoid disclaimer is served in respect of a notice of disclaimer, the notice of disclaimer shall be *of no effect* and . . . *the lease to which it relates shall have effect subject to the following modifications* . . ." They thus produced the result of modifying the contractual relationship between themselves and the tenant, after which they could not turn round and say that the notice of disclaimer—a condition precedent to the one to avoid disclaimer—was bad and seek to cancel their own act.

There was, the learned Master of the Rolls said, once notice to avoid disclaimer had been served, no subject-matter for an application to determine whether the notice of disclaimer itself was of no effect on the ground that the land was not unfit by reason of war damage, etc. And his lordship observed that s. 6 (4) confirmed this view, expressly making provision for cases in which an attack which challenged the allegation of unfitness failed, by empowering the court then to extend time for serving a notice to avoid disclaimer. (This seems superfluous in view of the wide powers conferred by s. 5 (4), authorising extension or abridgment in general.)

Another way of putting it would be this: by serving notice to avoid disclaimer a landlord once and for all decides not to start any controversy about the unfitness or otherwise of the premises. Hence, the observations of Bowen, L.J., in *Cropper* v. *Smith*, which I cited above, do not apply, for the landlord has himself placed the matter outside the scope of the expression used by the learned lord justice, "matters in controversy." And after that the most liberal interpretation of the term "amend" cannot help him.

The practical lesson is the same as that taught by *Boudou* v. *Thornton-Smith* (1941), 85 Sol. J. 177 (C.A.), which gave rise to the article (*ante*, p. 197) already referred to: When a landlord does not agree that premises are unfit by reason of war damage at the time when a notice of disclaimer reaches him, he should have the point determined by the court before he does anything else.

Our County Court Letter.

Municipal House Rents.

In *Gloucester Corporation* v. *Hughes*, recently heard at Gloucester County Court, reserved judgment was given by His Honour Judge Kennedy, K.C., on a claim for possession of a house erected by the plaintiffs under the Housing Acts. The house was therefore outside the Rent Acts, and had been let to the defendant in December, 1937, at an inclusive rent of 13s. 11d., viz., 10s. net rent and the balance for rates and water. On the 3rd June, 1940, the defendant was served with notice to quit, accompanied by an offer of a new tenancy at an increased rent, viz., 18s. This was 7d. a week in excess of the existing rent, which had been increased to 17s. 5d. since the inception of the tenancy. The defendant refused to pay the second increase, but continued to pay 17s. 5d. until the 9th December, 1940, after which he began to pay 11s. 6d. These weekly sums were credited in the rent book as "mesne profits received," but the defence was that they constituted a waiver of the notice to quit. The defendant did not give evidence, and no application was made under the Courts

(Emergency Powers) Acts. In the absence of an effective answer to the claim for possession, an order was made for possession and judgment was given for £9 17s. 7d. mesne profits, including the 7d. a week difference between the old and new rents, with costs.

The defendant had counter-claimed £21 16s. 6d., being the aggregate of sums paid between the inception of his tenancy and the 25th March, 1940, in excess of the rent properly chargeable. Expert evidence was given that 12s. 3d. would have been the rent properly chargeable, in view of the restrictions imposed by the Housing Acts. This contention failed, however, and no portion of the above sum was recoverable.

A further counter-claim was for £5 4s., being the repayment of 1s. per week from the 1st April, 1938, to the 31st March, 1940. This had been paid by reason of an increased assessment, which was first notified to the defendant on the 14th August, 1938. The proposal for an amendment of the valuation list was dated the 29th June, 1938, but the defendant had received no notice thereof. The valuation was eventually confirmed on the 29th October, 1938, when the increase was dated back to the beginning of the rating period, viz., the 1st April, 1938. The mistake, if any, in paying the extra shilling was one of law, not of fact, and the amount was irrecoverable. The defendant had also neither attempted to rectify the list by submitting a new proposal, nor had he appealed. Instead, he had paid without objection, and made no such claim until sued for possession.

The substantial counter-claim was for a declaration that the plaintiffs had acted illegally and *ultra vires* in attempting to increase the defendant's rent from 17s. 5d. to 18s. as from June, 1940. Under their statutory powers, the plaintiffs had erected 2,154 houses, which were subject to a rent rebate scheme. This scheme followed the principle recommended in Circular 1138, issued by the Ministry of Health in August, 1930. In pursuance of the Housing Act, 1936, ss. 83 (1), 85 (1), (5) and (6), the plaintiffs decided in March, 1939, to review the rents of their state-aided houses, in order to ascertain their true annual value. A chartered surveyor was employed for this purpose, and he investigated the standard rent payable in the city for working-class dwellings. His report was made in December, 1939, and it recommended increases of rents in nearly all the 2,154 houses, varying according to type. On the 1st March, 1940, the plaintiffs' council resolved to adopt the surveyor's recommendations, and the necessary notices to quit were served. In considering the validity of the resolution to fix rents, and acts done in pursuance thereof, the following decisions were relevant:—*Short* v. *Poole Corporation* [1926] 1 Ch., *per* Pollock, M.R., at p. 88—the penultimate paragraph of the judgment; *Stockton and Darlington Rly. Co.* v. *Brown*, quoted in *Roberts* v. *Horwood* [1925] A.C., at p. 606.

There was no allegation of *mala fides*, and the plaintiffs had observed the limitations of their power to fix rent. There was also no evidence that they had not taken into consideration the rents ordinarily payable, in accordance with s. 85 (5), *supra*. The defendant had therefore failed to prove that the revised rent of his house was unreasonable, and the plaintiffs had not acted illegally or *ultra vires* in increasing that rent.

The defendant had had nothing to do with a certain yellow card, and the latter was not germane to the action. It might usefully be observed, however, that the card was in the form of a receipt for sums payable on account of, but not in satisfaction of, damages for wrongful continuation in occupation after the expiry of notice to quit. No express or implied agreement to waive the notice could be deduced from a receipt in this form, and its issue was a sensible arrangement to prevent the accumulation of mesne profits until they became a crippling burden.

The counter-claim was accordingly dismissed, with costs on Scale C, execution to be stayed on payment into court of £9 17s. 7d. within fourteen days. The costs of the action (which included the counter-claim) to be taxed and paid to the plaintiffs' solicitor on the usual undertaking; notice of appeal within twenty-one days, to be entered within seven days thereafter. A certificate was given for increased fees to counsel and solicitors, with a qualifying fee of £15 15s. to the plaintiffs' expert witness, in addition to his daily allowance.

Books Received.

Stone's Justices' Manual for 1941. Seventy-third Edition. Edited by E. J. HAYWARD. Consulting Editor, F. B. DINGLE. Large Crown 8vo. pp. cccxviii, 2730 and (Index) 184. London: Butterworth & Co. (Publishers), Ltd. Medium Edition 42s. net; Thin Edition 47s. net.

Loose-leaf War Legislation. Edited by JOHN BURKE, Barrister-at-Law. 1940–41. Part 9. London: Hamish Hamilton (Law Books), Ltd.

To-day and Yesterday.

Legal Calendar.

5 May.—On the 5th May, 1760, Earl Ferrers was hanged for shooting his steward. Dressed in a light coloured suit, embroidered with silver, he rode in his own landau, drawn by six horses. The procession took nearly three hours to reach Tyburn, for it was a very impressive affair. There were the two sheriffs, each in his chariot, a mourning coach and six for the Earl's friends, and also a hearse and six, besides horse grenadiers, foot soldiers and a large body of constables. The nobleman's mistake in giving a tip of five guineas to the executioner's assistant instead of to the principal caused an unseemly dispute at the scaffold. A new method of hanging by a "drop" was tried, but did not prove a success. To ensure a speedy dispatch the executioners pulled the Earl's legs. Afterwards they fought for the rope, and the one that lost it cried.

6 May.—There is in existence an interesting letter dated the 6th May, 1679, addressed to Sir George Jeffreys, afterwards James II's much hated judge, by Sir Thomas Bludworth, father of his second wife, from his Surrey home a month before the marriage: "Your messenger brought me a real cordial at a time I needed it . . . To think of the . . . unmannerliness of my servants to see such weather and not to provide a coach for you . . . we count all to be a crime; but we hope you, being so well versed in pardoning . . . you will add this to the rest that you allow. The repetition of the reality and sincerity of your affection to your mistress is to me . . . without any the least cloud . . . If my health compel me to stay my company and keep your mistress from you till Monday . . . I pray you put it upon my score who will promise to redeem it for time to come for your better advantage and satisfaction."

7 May.—Tithes have always been a fruitful source of legal dispute. Thus on the 7th May, 1779, "came on before the Barons of the Exchequer the hearing of a cause wherein a gentleman of the town of Kingston-upon-Hull was plaintiff and The Rev. William Huntingdon, Vicar of Kirk Ella, defendant. The suit was for the tithe of a small quantity of potatoes, value 17s., which the plaintiff claimed as impropriator; when after a fair hearing it was determined that potatoes are a small tithe and the vicar's claim to the small tithes being allowed, the Barons decided the cause in favour of the vicar."

8 May.—On the 8th May, 1753, Alexander Wedderburn, afterwards Lord Loughborough, was admitted to the Inner Temple.

9 May.—In July, 1798, Mr. Dowding, a respectable wine merchant, was riding slowly through Knightsbridge towards London with his sister, when a gentleman, who turned out to be General Watson of the Guards, came along the empty road in the opposite direction at a fast trot. The lady was frightened, and her escort said to the General: "Sir, I hope you will never turn a lady out of the road." He received from the other an extremely abusive reply, and a violent blow with his riding crop, which cut through his hat. Not content with this, the General ordered the guard out of the barracks nearby and put Mr. Dowding under arrest. In an action for assault and false imprisonment heard in the King's Bench on the 9th May, 1799, the jury awarded him £250 damages.

10 May.—Thomas Goodrich, Bishop of Ely, died at his palace at Somersham in Huntingdonshire on the 10th May, 1554. In his cathedral his tomb is marked by a memorial brass, representing him in his episcopal robes with the Bible in one hand and the Great Seal in the other. He succeeded Rich as Chancellor in 1552 and his term of office was not without sensations, for he was a party to Edward VI's settlement of the succession to the Crown excluding his sister Mary, and the Duke of Northumberland induced him to put the Great Seal to the instrument embodying it. Accordingly, when the scheme collapsed and Mary came to the throne, he was among those named for trial as traitors though his name was afterwards struck out of the list. It may have been well for him that he died soon after.

11 May.—When Sir Edward Turnor was appointed Solicitor-General on the 11th May, 1670, it was by way of compromise. Many considered that Francis North was entitled to the place, but the Duke of Buckingham opposed him with another candidate and the King settled the matter by putting Turnor in as a stop-gap. He himself was glad to obtain this office and resign that of Speaker, for a minor scandal in connection with the East India Company had much diminished his authority in the Commons. In the following year he became Chief Baron of the Exchequer, and North Solicitor-General.

THE WEEK'S PERSONALITY.

When Alexander Wedderburn joined the Inner Temple he was actually pursuing his studies for the Scottish Bar and he was in fact enrolled as an advocate in the following year. But it was well for him that he had taken the precaution of securing another legal home for an extraordinary incident cut short his career at Edinburgh. Though probably the death of his father, a Senator of the College of Justice, in 1756 diminished the attractions of practice in his native land, the actual occasion of his going was exceedingly dramatic. Lockhart, the Dean of the Faculty, afterwards a judge, was the best hated man at the Scottish Bar by reason of his overbearing arrogance. At length, four young advocates agreed that the first among them who should be the victim of his rudeness would publicly insult him. The chance first came to Wedderburn, and he seized it so heartily, using such unmeasured terms that the president of the court afterwards said that it made all the flesh creep on his bones. The young man was instantly given the choice between apology or deprivation, and without any hesitation he took off his gown and laid it upon the bar declaring that he would never wear it again. He set out at once for England, where he was called to the Bar in 1757. Meanwhile, he had employed his time in London getting rid of his northern accent and studying elocution under Sheridan. Before him lay the career which was to lead him to the Woolsack and ennoble him as Lord Loughborough.

TEMPTATION.

At Bow Street Police Court recently a father whose son had stolen £600 from his employer's safe pleaded that the prosecutor was as much to blame as his boy for putting temptation in his way by leaving the keys lying about. The magistrate, however, dismissed this as "dangerous nonsense," saying: "If you walk down the street and see articles displayed in a jeweller's window you might as well say that was putting temptation in your way!" No doubt in the particular circumstances of the case the judicial view was the right one, but sometimes the other argument has substance in it. Once Commissioner Kerr was trying a man for robbing a publican in a poor part of Southwark. After sentencing the prisoner he asked the prosecutor to stand forward. He advanced towards the witness-box, fat and prosperous, his spacious waistcoat adorned with a valuable gold chain. Instead of congratulating him on having brought a thief to justice, the judge asked: "Do you ever go to church?" Somewhat surprised he answered that he did. "Do you ever repeat the Lord's Prayer 'Lead us not into temptation'?" was the next question. Again he answered "Yes," in a more subdued voice. "Then," said Kerr, "what do you mean by lolling round in these poor streets where the people are half starving showing a belly hung with temptation like that? Stand down. Your expenses are disallowed."

PLEASURABLE SENTENCE.

A recent case at Tower Bridge Police Court concerned a man who had stolen a suit case from outside a bombed house and the magistrate said: "It gives me great pleasure to send you to prison for six months with hard labour." Some cases are bound to rouse the feelings even of the most impartial and, as Baron Bramwell once said, one-third of every judge is a common juror if you get beneath the ermine. There was some years ago a New Zealand judge to whose lot it fell to sentence a murderer to death on a day when a dinner party was fixed at his house. His wife imagined that he would be very upset and begged her guests not to discuss the case or risk approaching the painful subject. Of course, conversation flagged and at last the judge guessed the cause. He immediately dissipated the constraint by saying loudly to his wife along the table: "My dear, I had the unmitigated pleasure this afternoon of consigning an unmitigated scoundrel to his doom." It was Bramwell who on one occasion expressed satisfaction on passing sentence in plain terms: "Your counsel tells me that four years' penal servitude will kill you. I don't care if it does kill you."

Obituary.

MR. J. SCOTT DUCKERS.

Mr. James Scott Duckers, solicitor, of Messrs. Scott Duckers & Co., solicitors, 120, Chancery Lane, W.C.2, died on Friday, 2nd May. Mr. Scott Duckers was admitted a solicitor in 1905.

MR. F. G. PLAYNE.

Mr. Francis George Playne, solicitor, of Messrs. Ball, Smith & Playne, solicitors, of Stroud, Glos., died on Monday, 5th May, at the age of eighty-one. Mr. Playne was admitted a solicitor in 1883.

Notes of Cases.

HOUSE OF LORDS.

G. Scammell & Nephew, Ltd. *v.* Ouston and Another

Viscount Simon, L.C., Viscount Maugham, Lord Russell of Killowen and Lord Wright. 16th December, 1940.

Hire-purchase—Contract of purchase of motor vehicle subject to arrangement of hire-purchase—No concluded contract.

Appeal from a decision of the Court of Appeal, affirming a decision of Tucker, J.

The plaintiffs ordered from the defendant company a motor van by a letter in which they stated, "This order is given on the understanding that the balance of purchase price can be had on hire-purchase terms over a period of two years." At previous interviews it had been arranged that the defendants should take in part exchange for the new van an older one owned by the plaintiffs. While the new van was in course of completion the defendants wrote to the plaintiffs to inform them that a hire-purchase finance company had agreed to finance the hire-purchase of the van. Next, the defendants, having inspected the plaintiffs' older vehicle, refused to accept it in part exchange, contending that it was not as the plaintiffs had described it. The plaintiffs having sued the defendants for breach of the contract to supply a new van and take the old one in part exchange, Tucker, J., held that there was a concluded contract between the parties which the defendants had wrongfully repudiated by refusing to accept the plaintiffs' van. The Court of Appeal upheld that decision, and the defendants now appealed. The House took time for consideration.

VISCOUNT SIMON, L.C., said that during much of the argument he had remained unconvinced that the result reached by different reasoning by the judges below could not be sustained by taking the view that this was a contract for the sale and purchase of a motor vehicle, subject to the condition that the contract ceased to be binding if the finance for the purchase could not be provided for the plaintiffs within a reasonable time, and in a reasonable manner, by the method of hire-purchase through a third party. If that view of the bargain were justified, then the defendants had wrongfully repudiated their prospective obligations out and out, without waiting to see whether the condition was or was not complied with. *Frost* v. *Knight* (1872), L.R. 7 Ex. 111, was a familiar example of the principle which he (his lordship) would in such a case have been glad to apply. On further reflection, however, and in the light of the opinions of some of their lordships which he had read, he did not think that view tenable. Apart from the fact that there was no signature by the defendants accepting the hire-purchase condition, the crucial sentence "this order is given on the understanding that the balance . . . can be had on hire-purchase terms . . ." was so vaguely expressed that it could not, standing by itself, be given a definite meaning. That was to say, it required further agreement to be reached between the parties before there was a complete *consensus ad idem*. If so there was no contract, and therefore no breach. The appeal should be allowed.

VISCOUNT MAUGHAM, agreeing, said that in hire-purchase contracts there was no agreement to buy within the Factors Act, 1889, or the Sale of Goods Act, 1893; there was only an option. It was inaccurate and misleading to add to an order for goods, as if given by a purchaser, a clause that hire-purchase terms were to apply, without something to explain the apparent contradiction. Moreover, a hire-purchase contract might assume any one of several different forms, and some of the variations were very important, for example, those relating to termination of the agreement, or duties as to repair. What did the material words mean here? They might indicate that the hire-purchase terms were to be granted by the defendants or, on the other hand, by some finance company collaborating with them. Moreover, apart from the reference to the two-year period, nothing was said about the terms of the agreement, e.g., interest, right of the hirer in the event of the purchaser's default with instalments, etc. There was no evidence to suggest that there were any "usual terms" in such a contract; and it was common knowledge that many who let articles on hire-purchase terms insisted on conditions so unfair that it had been found necessary to deal with them in the Hire-Purchase Act, 1938. The trial judge, the three lords justices and counsel for the plaintiffs had been unable to agree on the true construction of the alleged agreement. No binding agreement had been established by the plaintiffs, and the appeal must be allowed.

COUNSEL: *Miller*, K.C., and *Gallop*; *Beyfus*, K.C., and *Raeburn*.

SOLICITORS: *A. P. Browne & Co.*; *George L. Barnett & Co.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

COURT OF APPEAL.

Fishmongers' Company *v.* Donington Finance Co., Ltd.

Greene, M.R., Clauson and Goddard, L.JJ.
18th December, 1940.

Emergency legislation—Procedure—Enforcement of judgment—Service by debtor of counter-notice of intention to seek relief—No rigid time limit—Courts (Emergency Powers) (Consolidation) Rules, 1940 (S.R. & O., 1940, No. 408), r. 8.

Appeal from a decision of Wrottesley, J., in Chambers.

On the 3rd September, 1940, the plaintiffs issued a writ against the defendant company claiming possession of premises of which they were tenants and with the rent of which they were in default, and served with the writ the notice and form of counter-notice under the Courts (Emergency Powers) Act, 1939, prescribed for the purpose by the Courts (Emergency Powers) (Consolidation) Rules, 1940. The notice served by the plaintiffs, which was in the prescribed form, informed the defendants that if they desired the protection of the Act they should complete the attached counter-notice and take or send it to the writ department of the Central Office "so that in either case it may be received within eight days after the service of this notice . . ." Rule 8 (1) of the Rules of 1940 provides that if that be done notice of any further application by the plaintiff will be served on the defendant. On the 2nd October, the defendants having neither entered an appearance nor filed a counter-notice, the plaintiffs obtained judgment, and on the 4th October the plaintiffs' solicitors informed the defendants that they had signed judgment for possession, called upon them to vacate the premises, and stated that unless by the 8th of October the defendants vacated or applied "to the court for relief or otherwise" the plaintiffs would proceed to recover possession on the judgment without further notice. On the 8th October the defendants filed a counter-notice under the rules and wrote informing the plaintiffs' solicitors of the fact, the letter being received at 3 p.m. on the 9th October. On that morning an *ex parte* application had been made by the plaintiffs for leave to proceed under the judgment of the 2nd October, an affidavit being lodged with the master, who, in accordance with the usual practice, made an order giving leave. He endorsed a note of his order on the affidavit. The plaintiffs' solicitors received the affidavit so endorsed before they received the defendants' letter of the 8th October. Before the plaintiffs' affidavit was sworn a search of the file at the writ office to see if the defendants had filed their counter-notice was made on the 2nd October. The deponent, construing the rules as laying down that a counter-notice must be filed within the eight days or, at any rate, before judgment was signed, had felt himself free to swear in the affidavit that no counter-notice had been filed, although the file had not been searched since the 2nd October. The plaintiffs' solicitors, having received the endorsed affidavit, drafted a form of order which on the 14th October was taken with the affidavit to the appropriate officer, so that the order might be completed and sealed. The solicitors were on that day aware that the defendants had filed a counter-notice on the 8th October, the day before the master had made the *ex parte* order. The defendants, having learned of the sealing of the order on the 14th October, applied to the master to set it aside. The master held that he had no jurisdiction to do so, and Wrottesley, J., dismissed an appeal, holding that the defendants had no case for relief under the Act on the merits of the case. The defendants appealed.

GREENE, M.R., said that he did not agree with the construction of the rules that a counter-notice to be effective must be filed within the eight days or before judgment was signed. The reference to eight days in the forms appended to the rules was not a peremptory direction that a counter-notice if not filed within eight days was useless. Such a construction would show a most unsuitable rigour. The language of the form in any event did not support that construction. Moreover, there was no reference to eight days in the rule itself. There was no rule like R.S.C. Ord. XII, r. 22, dealing with appearance. Further, the practice had been to accept for filing counter-notices sent in after the eight days. That was not conclusive, but was significant. A counter-notice filed at any time before the *ex parte* application was made was effective. If, before the master made the *ex parte* order, he learnt that a counter-notice had been filed, even after the eight days, he must refuse the order and require the applicant to serve a summons in the usual way. The view of the rules taken by the plaintiffs' solicitor prevented the master from learning of the defendants' counter-notice. Arrangements should, and could, easily be made for the existence in the file of a counter-notice at any time to be brought to the notice of the master. Here it was the clear duty of the plaintiffs' solicitors not to proceed with the completion of the order without informing the master that his order had been made in ignorance of an essential fact. Had that been done, the master would unquestionably have directed the completion of the order to be stayed and the plaintiffs to issue a summons in the ordinary way. He (his lordship) expressed no opinion on the question, which had not been fully argued, whether the master had jurisdiction to set aside the order once it had been completed.

CLAUSON and GODDARD, L.JJ., agreed.

COUNSEL: *Gallop; Stenham* (for *Gerald Gerdner*).

SOLICITORS: *Forsyte, Kerman & Phillips; Wilkinson, Bowen, Haslip and Jackson.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

APPEALS FROM COUNTY COURT.

Mason *v.* Warlow.

MacKinnon, Goddard and du Parcq, L.JJ. 19th March, 1941.

Landlord and tenant—Tenancy of cottage and shed—Termination of tenancy of cottage—Occupation of shed continued rent free—Notice to quit after seventeen years—Limitation Act, 1939 (2 & 3 *Geo.* 6, c. 21), *ss.* 4 (3), 9 (1) *and* (2).

Plaintiff's appeal from an order made by His Honour Judge Samuel, on 9th January, 1941, at Builth County Court.

The plaintiff had claimed possession of a shed, and the defendant had counter-claimed for damages for trespass. The learned county court judge gave judgment for the defendant on the claim and for the defendant on the counter-claim for £20 damages. The plaintiff was the owner of a cottage, and the shed in question was a shed in the adjoining garden. His predecessor in title had on 30th March, 1921, let the cottage and shed to the defendant at a rent of 6s. per week, and it was provided in the tenancy agreement that the tenancy should be determined by the landlord giving the tenant four weeks' notice in writing and by the tenant giving four weeks' notice in writing. In 1923 the defendant gave up possession of the cottage, but he was allowed to remain in possession of the shed, which he used for storing his property or for putting a motor car in it. He never paid any rent either to the plaintiff's predecessor in title or to the plaintiff from that time onwards. In September, 1940, the plaintiff turned the defendant's property out of the shed. On 1st October, 1940, the plaintiff gave the defendant notice to quit, which purported to be under the agreement of 30th March, 1921. The present proceedings were based on that notice to quit. The defendant pleaded s. 4 (3) of the Limitation Act, 1939, which provided: "No action shall be brought by any other person to recover any land after the expiration of twelve years from the date on which the right of action accrued to him, or, if it first accrued to some person through whom he claims, to that person . . ."

MACKINNON, L.J., said that the only question of law was as to when the cause of action to recover possession of the shed accrued to the plaintiff or his predecessor in title. Counsel for the appellant suggested that it accrued on 1st October, 1940, when the appellant gave notice to quit. It was impossible to suggest that after 1923 the respondent was in occupation of the shed pursuant to the agreement of March, 1921. If he was in possession otherwise than as a trespasser, it must have been by virtue of a new agreement with the owner of the shed. Whatever the terms of that new agreement, it was impossible that there could be a tenancy other than the two descriptions of tenancy specified in the Limitation Act, 1939, s. 9 (1) and (2), namely, a tenancy at will or a tenancy from year to year or other period without a lease in writing. In either of those cases, such a tenancy was deemed to be determined at the expiration of one year from the commencement thereof, unless previously determined. Therefore it must be deemed to have been determined in 1924, and, on its determination the right of action of the plaintiff or of his predecessor in title to recover possession of the shed is to be deemed to have accrued. That being so, upon the facts found by the county court judge, by s. 4 (3) of the 1939 Act, he was compelled to hold that the defendant had made out that he was in possession of the shed, and that the plaintiff had no right to oust him from possession. The appeal failed and must be dismissed with costs.

GODDARD, L.J., agreed, and added that the only possible tenancy agreement, if there was any tenancy agreement at all after the defendant quitted the cottage, was a verbal agreement under which he became tenant of the garage. Thereupon, the provisions of s. 9 (2) of the Act applied. The action was therefore clearly barred.

DU PARCQ, L.J., agreed.

COUNSEL: *R. Gwyn Rees; C. E. Shebbeare.*

SOLICITORS: *Allen & Overy*, for *Sydney G. Thomas*, Builth; *Lumley and Lumley*, for *H. Vaughan Vaughan & Co.*, Builth.

[Reported by MAURICE SHARE, Esq., Barrister-at-Law.]

HIGH COURT—CHANCERY DIVISION.

In re Samuel's Will Trust; Jacobs *v.* Ramsden.

Bennett, J. 31st March, 1941.

Will—Construction—Condition forfeiting interest if beneficiary marries a person "who is not of Jewish parentage and of the Jewish faith"—Condition subsequent—Void for uncertainty.

Originating summons.

The testator, who died in 1925, by cl. 5 of his will bequeathed a legacy of £17,000 to be held by his trustees upon the trusts thereinafter declared concerning the share of his residuary estate settled on his daughter Edna and her issue. By cl. 7, after giving a prior life interest to his wife, he bequeathed his residuary estate to his children and he settled the shares of his daughters on them for life with remainder to their children with a power to appoint a life interest to a husband. By cl. 8 he provided "I declare that if . . . my said daughter Edna Samuel shall at any time after my death contract a marriage with any one who is not of Jewish parentage and of the Jewish faith then as and from the date of such marriage all the trusts powers and provisions in this my will contained and capable of taking effect in favour of (*a*) my said son or daughter contracting such marriage, or (*b*) the person with whom he or she shall contract such marriage or (*c*) any child or children to be born of him or her issue of such marriage shall cease and determine and this my will shall thenceforth operate and take effect as if my said son or daughter as the case may be had died at the date of such marriage." The testator's daughter Edna married, in 1927, one C, whose parents were Wesleyan Methodists. It was not suggested that C was of Jewish parentage or had at any time been

of the Jewish faith. This summons was taken out by beneficiaries under the testator's will asking whether the trusts in favour of Edna determined when she married.

BENNETT, J., said the question was whether the conditions in cl. 8 being conditions subsequent were void for uncertainty. The man whom the daughter married had to have two qualifications: first, he must be of Jewish parentage; secondly, he had to be of the Jewish faith. Both phrases when critically examined were of doubtful meaning. What was meant by the words "of Jewish parentage"? Did they refer to the race of the husband's parents or to their religion? If they referred to religion was it to the religion of both parents and at what time? It was suggested that, *prima facie*, the words had reference to their race. In this connection what did a man's race mean? Did it mean that he was in direct descent both in the male line and the female line from the patriarch Jacob? The other view was that it had no reference to race, and the sole question was what was the religion of both parents at the husband's birth, and there was no difficulty in ascertaining what that religion was. There was nothing in the will which indicated the sense in which the words "of Jewish parentage" had been used. Founding himself on the judgment of Lord Romer in *Sifton* v. *Sifton* [1938] A.C. 656; 82 SOL. J. 680, he held the condition was void for uncertainty. The second condition of forfeiture if the husband was "not of the Jewish faith" had also to be considered. It was contended that this condition had already been held to be void for uncertainty by Morton, J., in *In re Blaiberg* [1940] Ch. 385; 84 SOL. J. 287, because the court would not say whether a person was or was not of a particular religious belief, as that would involve an inquiry into the state of a person's mind. It would not be right to give a decision contrary to that decision. Therefore, following Morton, J., he decided that the condition of forfeiture in the case of the marriage of the testator's daughter to a person not of the Jewish faith was void for uncertainty. Accordingly the daughter by her marriage had not forfeited her interests under the will.

COUNSEL: *R. F. Roxburgh*, K.C., and *Danckwerts*; *C. V. Rawlence*; *Humphrey King*; *Gilbert Beyfus*, K.C., and *C. A. J. Bonner*; *Vaisey*, K.C., and *Winterbotham*; *Gray*, K.C., and *P. B. Morle*.

SOLICITORS: *Hunt & Hunt*; *Burton & Ramsden*; *Whitehouse, Gibson & Oldershaw*; *H. M. Lyell*; *L. A. Hart*.

[Reported by Miss B. A. BICKNELL, Barrister-at-Law.]

John Barker & Co., Ltd. *v.* Littman.

Bennett, J. 4th April, 1941.

Vendor and purchaser—Contract for sale of land—Purchaser fails to complete—Judgment for specific performance—Non-compliance—Motion for rescission and forfeiture—Courts (Emergency Powers) Act, 1939 (2 & 3 Geo. 6, c. 67), s. 1 (1).

Motion.

By an agreement made the 29th September, 1939, the plaintiffs agreed to sell and the defendant to purchase certain freehold premises. The defendant paid a deposit of £650. He failed to complete the purchase in accordance with the agreement, and on the 24th January, 1940, the writ in this action asking for specific performance of the agreement was issued by the vendors. An order for specific performance was made on the 29th April, 1940. The purchaser having failed to comply with the order, the vendors, on the 20th November, 1940, took out a summons under the Courts (Emergency Powers) Act, 1939, for leave to enforce their judgment. Subsequently, they abandoned that application, and by this motion asked for an order rescinding the agreement of 1939, and forfeiting the purchaser's deposit.

BENNETT, J., said that the vendors were entitled to apply to the court for an order rescinding the contract and for the forfeiture of the deposit paid under it. Before the passing of the Courts (Emergency Powers) Act, 1939, the application was one to which the court on the authorities must have acceded. He had held in *Broadstairs Picture House, Ltd.* v. *Littman* [1940] Ch. 860; 84 SOL. J. 490, on a similar application, that the plaintiffs did not need the leave of the court under the Act, as they were not seeking to enforce the judgment for specific performance. The purchaser, however, had argued that, apart from the provisions of that Act, the court had a discretion whether or not it would make the order for which the vendors asked and that the court should have regard to the same matters as those to which it would have regard if the application were under the Act for leave to forfeit the deposit. If the court had such a discretion he thought it would be right to take into consideration these facts showing that the purchaser was unable to complete the contract owing to circumstances attributable to the war. The authorities, however, showed that the order for which the vendors asked was one to which they were absolutely entitled and in respect of which the court had no discretion. He must therefore accede to the vendors' application.

COUNSEL: *Jopling*, for the plaintiffs; *Heckscher*, for the defendant.

SOLICITORS: *Baileys, Shaw & Gillett*; *Wigram & Co.*

[Reported by Miss B. A. BICKNELL, Barrister-at-Law.]

Honours and Appointments.

Mr. DAVID H. PRITCHARD, solicitor to Wimbledon Borough Council, has been appointed Town Clerk of St. Ives, Cornwall. Mr. Pritchard was admitted a solicitor in 1932.

Professional Announcements.

(2s. per line.)

M. A. JACOBS & SONS, solicitors, late of 73 and 74, Jermyn Street, S.W.1, have moved to permanent offices, 54 and 55, Pall Mall, S.W.1. Telephone 2180. Addresses and 'phone numbers of branch offices at Lincoln's Inn Fields and Tottenham Court Road remain unchanged.

Parliamentary News.

PROGRESS OF BILLS.

ROYAL ASSENT.

The following Bills received the Royal Assent on the 30th April:—
Chartered and Other Bodies (Temporary Provisions).
National Loans.

HOUSE OF COMMONS.

Public and Other Schools (War Conditions) Bill [H.L.].
Read Second Time. [1st May.

War Legislation.

(*Supplementary List, in alphabetical order, to those published week by week in* THE SOLICITORS' JOURNAL *from the 16th September, 1939, to the 3rd May, 1941.*)

STATUTORY RULES AND ORDERS, 1941.

No. 553. **County of Middlesex** (Petty Sessional Divisions and Justices' Clerks) Order, 1938. Amendment Order, April 15.

E.P. 580. **Defence** (Agriculture and Fisheries) Regulations, 1939. Order in Council, April 25, adding Regulations 25A and the 6th Schedule.

E.P. 579. Defence (General) Regulations, 1939. Order in Council, April 25, adding Regulations 67A and 69A and amending Regulations 1 and 100.

E.P. 583. **Industry** (Records and Information) (No. 2) Order, 1940. Amendment Order, April 25.

No. 598. **Trading with the Enemy** (Specified Areas) (No. 5) Order, April 30.

No. 613. Trading with the Enemy (Specified Areas) (No. 5) Order, May 1.

No. 532. Trading with the Enemy (Specified Persons) (Amendment) (No. 6) Order, April 25.

E.P. 564/L.8. **War Zone Courts** Order, April 25.

No. 569. War Damage (Notification and Claims) Regulations, April 24.

No. 588. War Damage (General) Regulations, April 28.

[E.P. indicates that the Order is made under Emergency Powers.]

DRAFT STATUTORY RULES AND ORDERS, 1941.

Motor Vehicles (Third Party Risks) Draft Regulations, 1941.

Copies of the above S.R. & O.'s, etc., can be obtained through The Solicitors' Law Stationery Society, Ltd., 22, Chancery Lane, London, W.C.2, and Branches.

Court Papers.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.	EMERGENCY ROTA.	APPEAL COURT No. 1.	MR. JUSTICE FARWELL.
	Mr.	Mr.	Mr.
May 12	Blaker	Jones	Hay
,, 13	Andrews	Hay	More
,, 14	Jones	More	Blaker
,, 15	Hay	Blaker	Andrews
,, 16	More	Andrews	Jones
,, 17	Blaker	Jones	Hay

	GROUP A.		GROUP B.	
	MR. JUSTICE BENNETT. Witness.	MR. JUSTICE SIMONDS. Non-Witness.	MR. JUSTICE MORTON. Non-Witness.	MR. JUSTICE UTHWATT. Witness.
	Mr.	Mr.	Mr.	Mr.
May 12	Jones	Andrews	More	Blaker
,, 13	Hay	Jones	Blaker	Andrews
,, 14	More	Hay	Andrews	Jones
,, 15	Blaker	More	Jones	Hay
,, 16	Andrews	Blaker	Hay	More
,, 17	Jones	Andrews	More	Blaker